

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE TOWNSHIP OF LITTLE EGG HARBOR**  
**AND**  
**LITTLE EGG HARBOR TOWNSHIP**  
**EMPLOYEE ASSOCIATION**

**JANUARY 1, 2001 TO DECEMBER 31, 2003**

## **PREAMBLE**

THIS AGREEMENT entered into by and between the Township of Little Egg Harbor, hereinafter referred to as "Township" or "Employer", and Little Egg Harbor Township Employee Association, hereinafter referred to as "Union" or "Employees", has as its purpose the establishment of a fair and efficient procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this agreement shall be **January 1, 2001**, except where certain provisions are specifically identified and indicated to take effect on a different date. This agreement shall expire **December 31, 2003** or until a successor agreement is negotiated and ratified.

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**NOTE:** The agreement proceeds from Article III (Health & Welfare) to Article V (Vacation). There is no Article IV due to an inadvertent numbering error to be corrected during the next contract negotiation process.

## ARTICLE I.

### RECOGNITION

A. Employer hereby recognizes Union as the sole and exclusive representative of all permanently appointed full-time employees identified below in subparagraph B, and such additional titles as the parties may later agree to include.

B. The collective bargaining unit shall consist of the following titles:

Construction Official  
Municipal Court Administrator  
Purchasing Agent  
Tax Assessor  
Tax Collector  
Zoning Officer.

C. The following employees, except as otherwise set forth above, are specifically excepted from eligibility for representation by Union and are not covered by this agreement: all executive and confidential employees within the meaning of the New Jersey Public Employer-Employee Relations Act; Municipal Treasurer/Certified Municipal Finance Officer; all craft employees; all law enforcement officers of the Little Egg Harbor Township Police Department; casual employees; conditionally appointed employees [N.J.A.C. 4A:4-1.4]; provisionally appointed employees [N.J.A.C. 4A:4-1.5]; interim employees [N.J.A.C. 4A:4-1.6]; temporary employees [N.J.A.C. 4A:4-1.7]; employees appointed on an emergency basis [N.J.A.C. 4A:4-1.8]; employees subject to temporary transfers [N.J.A.C. 4A:4-7.1 (d)] or emergency transfers [N.J.A.C. 4A:4-7.1 (e)]; permanent part-time employees; all other employees.

D. Union acknowledges that the Township is a "merit system jurisdiction" regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, employees will be subject to applicable rules and regulations of DOP.

## ARTICLE II.

### CONTRACTUAL NEGOTIATIONS & TIME TO PROCESS GRIEVANCES

A. When negotiations are scheduled during normal working hours the local representative (e.g., chairperson, president or shop steward) of Union or his or her designee, and one (1) other covered employee shall be granted time off with no loss in regular pay when such time is necessary to negotiate with the Employer's representatives. Total accumulated paid leave time in accordance with this subsection shall not exceed forty-eight (48) hours in cumulative total for the negotiating team. Under no circumstances shall negotiation activities result in the earning of cash or compensatory overtime.

B. The local representative (e.g., chairperson, president or shop steward) of Union, or his or her designee, shall be granted time off with no loss in regular pay during normal work hours when such time is necessary to process a grievance filed by a covered employee or the Union on behalf of a covered employee. All such leave time shall be approved in advance by the Township Administrator. Under no circumstances shall grievance activities result in the earning of cash or compensatory overtime.

### **ARTICLE III.**

#### **HEALTH & WELFARE**

Employer will provide health insurance coverage to permanent full-time covered Employees in accordance with the following provisions:

1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this Article to an employee, employee's spouse and employee's eligible dependents. Effective on or about September 1, 2001, medical and hospitalization coverage shall be provided by Employer solely through a PPO (Preferred Provider Organization) plan. However, an employee who is entitled to PPO coverage may opt for a Traditional indemnity plan, if a Traditional plan is in fact offered by the Township's insurance provider, in lieu of the PPO plan provided that employee pays, by way of payroll deduction, the total difference in premium costs between the PPO plan and Traditional plan. Township will exercise its best efforts to negotiate a Traditional plan option with its health insurance provider that provides substantially similar coverages and deductibles, co-payments, and out-of-pocket limits as then contained in a Traditional plan offered by the State Health Benefits Program (benchmark).

2. Employer reserves the right to change these coverages, including the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect on the 2001 renewal date and Employer provides Union forty-five (45) days notice in advance of such change(s). At the time of notice Employer shall provide Union with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessor plan.

3. A PPO plan summary chart listing the deductibles, co-payments, and out-of-pocket limits, and other key features of the PPO plan is attached hereto as a schedule to this agreement.

4. Retirement: Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental

coverage and vision coverage for an employee, employee's spouse and employee's eligible dependents provided the employee has retired after 25 years or more of service credit in a State or locally administered retirement system and a minimum period of service of 20 years with Employer at the time of retirement; or has reached the age of 62 years and retires with a minimum period of 15 years with Employer; or has retired on a disability pension, such benefits to be provided in accordance with the provisions set forth below.

a. This benefit shall not apply to former employees who retired on or before January 1, 2001.

b. This benefit shall terminate at such time as the retired employee or the spouse, in the case of spousal coverage, reaches an age that qualifies the retired employee or spouse for Medicare.

c. A retired employee's entitlement to all or any part of the health insurance coverages provided to non-retired employees shall be limited to the coverages, including, but not limited to, the deductibles, co-payments, and out-of-pocket limits, contained in the health care insurance plans of the same type provided to employees who have not retired.

d. Union agrees that the provisions pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court of competent jurisdiction determines that the pertinent contract language violates the ADEA or other federal or state law. Union waives any and all claims against Employer, known or unknown, under the ADEA and/or other applicable federal or state law in regard to the "Medicare bridge" retiree health insurance benefits provided for in this agreement.

5. Cost Containment: Union and Employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the Employer's ability to continue providing Employees health care insurance, Employees agree to the following cost containment measures:

a. A retired Employee shall be ineligible for the health care insurance provided for in this Article in the event that the Employee's spouse is employed by or retired from the Township of Little Egg Harbor, Little Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District, or Pinelands Regional School District and said spouse is entitled to health care insurance which provides coverage to the retired Employee. In any circumstance where

the spouse's health care insurance does not include one or more of the types of coverages offered by Township (i.e., medical and hospitalization, prescription drug, dental, or vision), the retired Employee shall be entitled to enroll in Employer's plan for that type of coverage. For example, if a spouse is entitled to medical and hospitalization and prescription drug coverage, but not dental and vision coverage, through one of the public employers mentioned above, the Employee may enroll in Employer's dental and vision plans. In the event employee's spouse becomes ineligible for health care insurance provided by his or her employer or through his or her retirement, employee shall be eligible to re-enroll in Employer's plans as provided for in this Article in subparagraph 4.

b. A retired Employee shall be ineligible for the health care insurance provided for in this Article in the event that the Employee's spouse is entitled to *substantially similar* health care insurance through an employer other than the public employers mentioned above. In any circumstance where the spouse's health care insurance does not include one or more of the types of coverages offered by Township (i.e., medical and hospitalization, prescription drug, dental, or vision), the Employee shall be entitled to enroll in Employer's plan for that type of coverage.

c. A retired Employee who does not receive all or part of the health care insurance coverage provided for in this Article as set forth in subparagraphs 5 (a.) or (b.) of this Article shall be eligible to receive the waiver payment provided for by municipal ordinance to a maximum of \$2,500 annually until such time as the retired Employee reaches an age which qualifies him or her for Medicare.

6. Employees required to operate VDT (video display terminal) equipment shall be permitted to have an annual eye examination at the expense of Employer with prior approval of the Township Administrator. Employees agree that available vision coverage shall first be applied to any such bill before Employer shall be obligated to pay for the eye examination.

7. Union agrees, without the need for further negotiations, that Employer may increase the prescription plan co-pay limits in the event Employer obtains similar approval from the other collective bargaining units, provided however that the co-pay limits shall not exceed \$10 for name brand drugs and \$5 for generic drugs.



## ARTICLE V.

### VACATION

A. Employees hired on or after January 1, 2001, shall be entitled to the following annual vacation leave, with pay:

#### Eligibility

1. New permanent, full-time employees shall only receive one working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day (i.e., 4 hours) if he or she commences employment on the 9<sup>th</sup> through 23<sup>rd</sup> day of the month.

2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31<sup>st</sup>), new Employees shall receive one working day after each month of service. Thereafter, new Employees shall receive annual paid vacation leave as follows:

<b>Eligibility</b>	<b>Leave</b>
From the beginning of the first full calendar year of employment to the end of the second full calendar year of employment	12 days
From the beginning of the third full calendar year of employment to the end of the third full calendar year of employment	14 days
From the beginning of the fourth full calendar year of employment to the end of the fourth full calendar year of employment	18 days

From the beginning of the fifth full calendar year of employment and thereafter	21 days
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B. Employees hired before January 1, 2001, shall be entitled to the following annual vacation leave, with pay:

Eligibility

During first year	Up to 12 days (one day after each month of service)
2 <sup>nd</sup> full year	12 days (Anniversary Date)
3 <sup>rd</sup> full year	14 days (Anniversary Date)
4 <sup>th</sup> full year	18 days (Anniversary Date)
5 <sup>th</sup> to 9 <sup>th</sup> full years	20 days (Anniversary Date)
10 <sup>th</sup> to 14 <sup>th</sup> full years	25 days (Anniversary Date)
15 <sup>th</sup> full year and thereafter	30 days (Anniversary Date)

C. Municipal employees having less than five calendar years of service with Employer who are promoted to a covered title shall be placed within the eligibility schedule contained in subparagraph A above. Municipal employees having five or more calendar years of service with Employer who are promoted to a covered title shall be placed within the eligibility schedule contained in subparagraph B above.

D. Employees shall be credited their annual paid vacation leave at the beginning of each calendar year, in anticipation of continued service, commencing on January 1<sup>st</sup> of their first full calendar year of employment.

E. Vacation requests of six (6) or more work days require fifteen (15) calendar days notice. Vacation requests less than six (6) work days require seven (7) calendar days notice. An Employee's Department Head may waive these notice requirements under appropriate circumstances. However, vacation leave shall be scheduled based upon the needs of the particular department or office together with seniority when there is a conflict in vacation leave requests. To that end, Employees shall submit a proposed vacation schedule to their Department Head or the Township Administrator not later than December 31<sup>st</sup> for the next calendar year. Employees may modify the yearly vacation schedule during the year upon due notice to the Department Head

or Township Administrator and upon the approval of same. When in any calendar year the vacation leave or any part thereof is not granted because of business necessity such vacation leave, or parts thereof, not granted shall accumulate and shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.

F. An Employee may request to receive his or her pay check for the dates of the vacation leave on the pay date which immediately precedes the scheduled vacation.

G. Seniority for purposes of vacation leave approval shall be determined by the date of permanent appointment to a covered title.

H. Should an Employee be laid off, retire, or otherwise separate in good standing from employment with the Township, he or she shall be compensated for unused earned vacation leave time. Upon the death of a covered Employee, unused earned vacation leave shall be paid to the estate of the deceased Employee. Vacation leave is considered earned on a monthly basis even though the leave time may be credited on January 1<sup>st</sup> each year.

I. An Employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

J. Vacation leave time shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, furlough extension leave or voluntary furlough).

K. Vacation leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other paid leave.

L. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned vacation leave time. Employer will consider said requests in accordance with an established policy as set forth in the Employee Guide to Policies and Procedures. Under said policy Employee may be reimbursed for not more than one year (for example, 30 days as the case may be for an Employee who earns 30 annual vacation days) of unused earned vacation leave time in the discretion of the Employer.

M. Should an Employee be separated from employment with the Township for any reason without having earned any used vacation leave, he or she shall have the unearned portion deducted from his or her final pay check on a pro-rated monthly basis.

N. An accumulation of up to one (1) year unused vacation leave time (for example, 30 days as the case may be for an Employee who earns 30 annual vacation days) may be carried from the year earned to the next year. Thereafter, prior year's unused vacation leave time is forfeited (i.e., "use it or lose it").

## ARTICLE VI.

### HOLIDAYS

A. The following days are designated as paid holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Primary Election Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day
15. Martin Luther King Day
16. Floating Holiday (One Day)

B. Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

C. The floating holiday shall be used as an eight (8) hour unit.

D. Union and Employer agree that Construction Official Jay Haines shall be entitled to two (2) additional floating holidays in year 2001 and one (1) additional floating holiday in 2002 in consideration for having worked or used leave time on Martin Luther King Day and Primary Election Day in year 2001 and Martin Luther King Day in 2002. These three (3) floating holidays must be used by December 31, 2002.

## ARTICLE VII.

### SICK LEAVE

A. Sick leave shall be defined as the absence of an Employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease or an absence, for a reasonable period of time, due to the serious illness of a member of the Employee's immediate family [see, N.J.A.C. 4A:6-1.3(g)(3)].

B. Newly hired Employees having no prior work experience with Employer shall be entitled to the following annual paid sick leave benefits:

1. Employees shall only receive one working day (*i.e.*, 8 hours) for the initial month of employment if he or she begins work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day (*i.e.*, 4 hours) if he or she commences employment on the 9<sup>th</sup> through 23<sup>rd</sup> day of the month.

2. After the initial month of employment and up to the end of the first calendar year (*i.e.*, December 31<sup>st</sup>), Employees shall receive one working day after each month of service.

3. Thereafter, at the beginning of each calendar year (*i.e.*, January to December) in anticipation of continued employment, Employees shall receive 16 paid sick leave days.

C. Employees having prior work experience with Employer who are promoted to a covered title shall receive 16 paid sick leave days per year, in anticipation of continued employment, credited on their anniversary date of hire.

D. A covered Employee who does not utilize his or her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year in accordance with N.J.A.C. 4A:6-1.3(f).

E. An Employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave time until the beginning of the next calendar year.

F. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a furlough extension leave or

Clarification of "serious illness" provided for in Article VII (Sick Leave), Para. A:

1. "Immediate family" is defined by N.J.A.C. 4A:1-1.3 (as may be amended from time to time) and means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.
2. "Serious illness" means an illness, injury, impairment, or physical or mental condition which requires:
  - a. Inpatient care in a hospital, hospice, or residential medical care facility; or
  - b. Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by a health care provider; or
  - c. Continuing medical treatment or continuing supervision by a health care provider in cases of a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

voluntary furlough).

G. Sick leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation leave or other paid leave.

H. Should an Employee be separated for any reason from employment with the Township without having earned any used sick leave, he or she shall have the unearned portion deducted from his or her final pay check on a pro-rated monthly basis.

I. If an Employee is absent for reasons that entitle him or her to sick leave, the Employee's immediate supervisor shall be notified promptly not later than his or her usual reporting time. In cases of emergency, the Employee shall notify his or her immediate supervisor as soon as reasonably practicable and shall submit a time-off request form on the day he or she returns to work.

(1.) Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.

(2.) Absence without notice and approval for five (5) consecutive days shall constitute a resignation not in good standing in accordance with N.J.A.C. 4A:2-6.2.

J. The Township Administrator or Department Head may require proof of illness, accident, disability, injury or disease from Employee when Employee uses sick leave time. Abuse of sick leave may be cause for disciplinary action. In all cases of reported illness, accident, disability, injury or disease, the Township reserves the right to direct Employee to submit to examination by a Township designated physician at the Township's expense as a condition of the Employee's continuation of sick leave or return to work. An Employee who is required to submit to an examination shall not be required to travel to a physician's office which is located more than 30 miles from the Employee's home except in cases where the Employee is required to be examined by a specialist.

K. Any Employee using paid sick leave time, except when such use is related to immediate family serious illness, shall be confined to his or her home, excepting periods of hospitalization, examinations at a physicians's office or attendance to filling a prescription at a drug store located in Little Egg Harbor Township.



L. Should an Employee be absent in an unauthorized manner, Employee may be subject to disciplinary action. Examples of "unauthorized absence" include feigning illness or injury, deceiving a physician as to medical condition, and violating any provisions concerning the reporting of sickness or illness including immediate family serious illness.

M. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned sick leave time. Employer will consider said requests in accordance with an established policy as set forth in the Employee Guide to Policies and Procedures. Under said policy Employee may be reimbursed for not more than one year (e.g., 16 days) of unused earned sick leave time in the discretion of the Employer.

N. Sick leave time utilized by an employee shall not be considered work time for purposes of calculating overtime for any covered Employee who may be entitled to overtime.

**O. Supplemental Compensation on Retirement ("SCOR"):**

1. Upon separation from employment, Employer shall compensate Employee for unused sick time ("SCOR") based on retirement from a pension system administered by the State of New Jersey [PERS].

a. Employees who are removed for cause after an opportunity for a disciplinary appeal hearing before the Office of Administrative Law shall not be eligible for SCOR. An Employee who retires in lieu of removal shall not be eligible for SCOR unless otherwise agreed to by the Employee and Employer in accordance with a duly approved disciplinary settlement agreement.

b. Employees who retire as the result of accidental or ordinary disability shall be eligible for SCOR.

c. Employees who elect deferred retirement, or whose separation from employment is not based on retirement, shall not be eligible for SCOR.

d. In the case of an Employee who would be eligible for a non-deferred retirement but who dies prior to retirement, the estate of the deceased Employee shall be eligible to receive the SCOR payment as if the Employee had retired regularly. Payment in such a case shall be made to the Employee's

estate within sixty (60) days from the date Employer receives notice of the Employee's death.

2. For Employees who became a member of Union prior to January 1, 1999, SCOR shall be computed at the rate of 75% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the effective date of employment.

a. Overtime pay and other supplemental pay shall be excluded from the computation.

b. Periods of leaves of absence without pay shall be excluded from the computation.

c. If at any time an Employee's accumulated sick leave time value falls below \$18,000.00, the amount of SCOR for that Employee shall thereafter be capped at \$18,000.00. Upon notice to the Union from the Personnel Office that an Employee's sick leave time value has fallen below \$18,000.00, Union agrees that the Employee's personnel record shall contain a notation of the new limit.

3. For Employees who became a member of Union on or after January 1, 1999, SCOR shall be computed at the rate of one-half the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the effective date of employment.

a. Overtime pay and other supplemental pay shall be excluded from the computation.

b. Periods of leaves of absence without pay shall be excluded from the computation.

c. The maximum amount of SCOR shall be \$18,000.00 as to Employees who became a member of Union on or after January 1, 1999, notwithstanding the Employee may have been entitled to a lower or higher SCOR as a member of a different collective bargaining unit.

4. In the event of an Employee's death after the effective date of retirement

but before payment of SCOR is made, payment shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.

5. Payment of SCOR shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.

**P. Terminal Leave**

1. An Employee who has 25 years or more of service credit in a State of New Jersey administered retirement system, a minimum period of service of 20 years with Employer at the time of retirement may choose to exercise terminal leave in accordance with this section.

2.

a. Upon certification by Employer of the number of days of earned and unused accumulated sick leave, an Employee who became a member of this Union prior to January 1, 2001, and is eligible in accordance with the preceding paragraph may choose to use not more than 2,080 hours of earned and unused accumulated sick leave time as terminal leave.

b. Upon certification by Employer of the number of days of earned and unused accumulated sick leave, an Employee who became a member of this Union on or after January 1, 2001, and is eligible in accordance with the preceding paragraph may choose to use not more than 240 hours of earned and unused accumulated sick leave time as terminal leave.

3. Coordination of terminal leave and SCOR shall be processed by Employer in the following manner:

Step 1. Certify number of days/hours of earned, unused accumulated sick leave time.

Step 2. Deduct number of days/hours (not more than 2,080 hours or 240 hours depending upon the dates noted above) of terminal leave.

Step 3. Calculate SCOR payment based upon balance of sick leave days/hours.

Example:

Step 1: 100 days/800 hours

Step 2: 30 days/240 hours terminal leave at full current rate of pay

Step 3: Calculate SCOR payment based on 70 days/560 hours.

## ARTICLE VIII.

### WAGES

#### WAGE SCHEDULE.

A. Effective January 1, 2001, the starting rates of pay for covered titles shall be as set forth in "Schedule A" attached hereto and made a part hereof.

B. Employer reserves the right to negotiate starting rates of pay with candidates for employment in accordance with the ranges provided for in "Schedule A".

C. Effective January 1, 2001, the wages for covered Employees shall be as set forth in "Schedule A".

#### LONGEVITY.

A. Longevity payments will be made each year to eligible Employees in accordance with the following schedule:

1. The longevity rates are as follows:

<b>YEARS OF SERVICE</b>	<b>PERCENTAGE OF SALARY</b>
Beginning of fifth (5th) year of service	Two percent (2%) of regular pay
Beginning of eighth (8th) year of service	Four percent (4%) of regular pay
Beginning of eleventh (11th) year of service	Six percent (6%) of regular pay
Beginning of fourteenth (14th) year of service	Eight percent (8%) of regular pay

Beginning of seventeenth (17 <sup>th</sup> ) year of service	Ten percent (10%) of regular pay
Beginning of twenty (20) years of service	10% + \$250.00
Beginning of twenty-one (21) years of service	10% + 275.00
Beginning of twenty-two (22) years of service	10% + 300.00
Beginning of twenty-three (23) years of service	10% + 325.00
Beginning of twenty-four (24) years of service	10% + 350.00
Beginning of twenty-five (25) years of service	10% + 375.00

2. Movement on the Longevity Schedule shall be based on the eligible Employee's anniversary date of hire.

B. Longevity will be considered as part of the total base pay for payroll purposes and will be paid on a biweekly basis with regular pay.

C. Eligibility:

1. Municipal employees who are promoted to covered titles and become members of Union shall be entitled to longevity provided the new member was receiving longevity as a member of a different collective bargaining unit or through a personal employment agreement with Employer. In such cases the Employee shall be given credit for prior work experience with Employer and shall be placed on the appropriate step of the Longevity

Schedule.

2. Any other persons who may be hired to any of the covered titles shall not be entitled to longevity.

## **ARTICLE IX.**

### **WORK WEEK AND WORK SCHEDULES**

A. Employees are designated as "salaried employees" and shall receive an annual compensation.

B. The regular workweek and office hours are Monday through Friday, excepting designated holidays, commencing 8:30 a.m. and terminating 4:30 p.m. each day.

C. Union acknowledges and agrees that the covered titles are exempt from overtime (including compensatory time) in accordance with the Fair Labor Standards Act (FLSA) and related state law on the subject. In accordance with the FLSA, covered Employees shall not be required to work a minimum number of hours per week, per month or per year. However, Employees are required to complete assignments and otherwise fulfill their duties as specified in state statutes, job descriptions, policies and procedures, and directives. This means, and Employees acknowledge and agree, that Employees may at times be called upon to work more than a 40-hour work week.

D. Should any Employee be absent from the office four (4) or more hours in a workday, the Employee shall utilize his or her available leave time as appropriate to the circumstances (e.g., sick leave when the absence is related to illness) for the day.

E. Notwithstanding subparagraph C above, in the event an Employee's services for an emergency event, as declared by the Governor of the State of New Jersey or the President of the United States, are compensated or reimbursable from a source other than Employer's operating budget, said Employee shall be entitled to overtime for work that would be eligible for overtime.



## ARTICLE X.

### LEAVES OF ABSENCE

A. Paid Leave: Paid leaves of absence shall be allowed by the Employer for the benefit of full-time Employees, in accordance with the following conditions:

1. Bereavement Leave. In the event of a death in the immediate family of the Employee, which shall be defined as spouse, parent, spouse's parents, children, brother, sister, grandparents, and stepchildren, the Employee shall be granted up to five (5) work days leave of absence with pay. Up to two (2) additional days may be granted at the discretion of the Township Administrator, if needed for travel. Two (2) additional days shall be granted for the death of other relations. Employer may require verification of the need for bereavement leave. In the event an Employee is on an approved leave of absence which exceeds thirty (30) days, the Employee shall not be entitled to the bereavement leave benefit provided for herein during the period of approved leave. The Township Administrator may permit the Employee to combine sick leave and/or vacation leave with bereavement leave if needed for travel or other purposes directly related to the family member's death.

2. Personal Leave. Employees shall be entitled to forty (40) hours paid personal leave per annum, non-cumulative. No reason need be given other than said days are being taken under this Article. Except in cases of emergency, an Employee shall give three (3) work days advance notice of his or her intent to take said personal days.

3. Jury Duty. Employees shall be granted a leave of absence when required to report for jury duty and shall be paid the difference between any compensation received for jury duty and Employee's regular pay.

4. Work Related Injury or Disability. An Employee who suffers a work connected injury or disability which is accepted as a covered injury or disability by Employer's workers compensation insurer and prevents the employee from performing his/her duties shall be entitled to a leave of absence at full pay for a specific injury or disability or an injury or disability related to a previously covered injury or disability for the period s/he is unable to perform his/her duties to an accumulated maximum of six (6) months. During this period of time all temporary disability payments received by the employee under the provision of the Worker's Compensation Act shall be paid over to Employer.

5. Military Leave. Employees who are in the military service shall be entitled to paid leave when so required by State and Federal statutes. Leave for reserve duty, training or other military duty may be granted by the Township Administrator upon such terms and conditions which are not inconsistent with state and federal law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of orders.

6. An Employee exercising bereavement leave, serious illness leave (as set forth in Article VII), leave for jury duty, worker's compensation leave, or military leave shall not be employed by another employer for any reason during such leave.

B. Unpaid Leave Of Absence:

1. Education: After completion of one year of employment, an Employee may, upon written request, be granted a leave of absence, without pay, for educational purposes. The Employer shall have the right in its discretion to determine what constitutes educational purposes and to establish the terms and conditions of the leave.

2. Family Leave: Employees shall be eligible for unpaid "family leave" or "medical leave" in accordance with State and Federal statutes and regulations ("Family Leave Act" and "Family and Medical Leave Act"). Employees may coordinate use of available paid leave in conjunction with the rights accorded under the State and Federal laws.

3. The Township Committee may grant and approve other unpaid leaves of absence upon such terms and conditions as may be approved by the Township Committee.

C. Rounding:

Use of paid leave time, including sick leave, vacation leave, and the paid leave available in accordance with this Article shall be reported, utilized and deducted on an hourly basis (e.g., "8 hours", not "1 day") and shall be rounded up to the nearest quarter of an hour (e.g., "1.25 hours", "2.50 hours", "4.75 hours", "3.00 hours", not "1.10 hours", "2.30 hours", or "5 hours 50 minutes").

**ARTICLE XI.**  
**GRIEVANCE PROCEDURE**

**A.** Any grievance or dispute arising between an Employee and the Employer with respect to (1) the application, meaning or interpretation of the provisions contained in this Agreement, or in the written policies or administrative decisions of the Employer, or (2) minor disciplinary actions against an Employee shall be settled in the following manner:

Step 1: Employee, or Employee's duly designated representative at the request of the Employee, shall take up the grievance with the Employee's immediate supervisor (Department Head if filed by a supervisor or the Township Administrator if filed by a Department Head) by filing a written grievance within thirty (30) calendar days from the date of the occurrence giving rise to the grievance or the date Employee should reasonably have known of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance and there shall be no further appeal or review. The immediate supervisor shall attempt to adjust the grievance informally but shall respond in writing to Employee or Employee's representative within seven (7) calendar days after receiving the grievance in the event the grievance cannot be resolved informally.

Step 2: If a supervising Employee's grievance is not resolved to Employee's satisfaction at Step 1 by the Department Head or if no response is provided by the Department Head within the time allowed, the grievance may be presented in writing by Employee or Employee's representative to the Township Administrator within seven (7) calendar days from the date Employee receives the response of the Department Head or should have received same in the event no response was provided. If a Department Head's grievance is not resolved to Employee's satisfaction at Step 1 by the Township Administrator or if no response is provided by the Township Administrator within the time allowed, the grievance may be presented in writing by Employee or Employee's representative to the Township Committee within seven (7) calendar days from the date Employee receives the response of the Township Administrator or should have received same in the event no response was provided. A Step 2 response shall thereafter be served upon Employee or Employee's representative within seven (7) calendar days from the date of receipt of the grievance in the case of the Township Administrator's response and within fifteen (15) calendar days in the case of the Township Committee's response.

Step 3: If a supervising Employee's grievance is not resolved to Employee's satisfaction at Step 2 by the Township Administrator or if no response is provided by the Township Administrator within the time allowed, the grievance may be presented in writing by Employee or Employee's representative to the Township Committee within seven (7) calendar days from the date Employee receives the response of the Township Administrator or should have received same in the event no response was provided. A Step 3 response shall thereafter be served upon Employee or Employee's representative within fifteen (15) calendar days from the date of receipt of the grievance.

Step 4:

a. If Employee's grievance is not resolved to Employee's satisfaction at the final step by the Township Committee or if no response is provided by the Township Committee within the time allowed, Employee shall have the right to binding arbitration in accordance with the provisions of this Agreement by filing a request for binding grievance arbitration with the Public Employment Relations Commissions (PERC) within thirty (30) calendar days from the date Employee receives the Township Committee's response or the date the response should have been provided in the event no response is provided by the Township Committee.

b. PERC, in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator or panel of arbitrators, who shall have power to hear and determine the dispute between the two parties. The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be binding on the parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of the arbitrator shall be borne equally by both parties. All other costs shall be paid by the party incurring same.

1. The parties may request the arbitrator to decide, as a preliminary issue, whether s/he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.

3. The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and shall be restricted to the

application of the facts presented to him/her in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.

4. The decision of the arbitrator shall be in writing and shall include a statement of reasons for such decision.

5. The decision of the arbitrator shall be final and binding upon the parties.

**B.** If an Employee shall elect to exercise any rights of appeal or other remedies available through any other administrative or civil procedure (e.g., Merit System statutes and regulations), Employee by such election shall be deemed to have waived the provisions of this Article, including the right to binding arbitration.

**ARTICLE XII.**  
**STRIKES & LOCKOUTS**

A. In addition to any other restrictions under the laws of the State of New Jersey or United States of America, Employees and Union will not cause a strike or work stoppage of any kind, nor will Employees or Union take part in a strike, intentional slow down in the rate of work, or in any manner cause interference with, or stoppage of the Employer's work, provided the Employer follows the grievance procedure for which provision is made herein.

B. Employer shall not cause a lockout.

**ARTICLE XIII.**  
**MANAGEMENT RIGHTS**

A. Except as abridged, limited or modified by the terms of this Agreement, Employer may exercise all rights, powers, duties, authorities and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of New Jersey and the United States of America.

B. Except as abridged, limited or modified by the terms of this Agreement, all such rights powers, duties, authorities, responsibilities and prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of Employees, are retained by the Employer.

C. The Township Administrator may, at his/her discretion, curtail all non-essential activities within the confines of the municipal complex and other public facilities during times of weather related or other uncontrolled situations and require those non-essential employees to use their leave time, during such times without due recourse of those essential employees required to remain at their normal assignments. Those non-essential employees who, for whatever reason, request and are permitted to remain at their normal assignments during such curtailment, may do so without additional compensation.

D. The Township of Little Egg Harbor retains and reserves unto itself the executive, management, and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.

E. The Township of Little Egg Harbor retains and reserves unto itself the power to make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of work required.

F. The Township of Little Egg Harbor retains and reserves unto itself the right of management to make such reasonable policies and procedures and rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the departments and offices after advance notice thereof to the employees.

G. The Township of Little Egg Harbor retains and reserves unto itself the right to hire all employees; to promote, transfer and assign employees; to retain employees in positions within the Township; and to suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause.

H. In the exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Township, the adoption of policies, procedures, rules, regulations, Codes of Conduct, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable laws, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the United States.

I. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1, et seq. or any other federal, state, county or local laws or regulations.



**ARTICLE XIV.**  
**GENERAL PROVISIONS**

A. Upon the approval of the Township Administrator, Employees shall be given time off with pay in order to attend required continuing education courses. Said courses must relate to certification(s) that have been approved by the Township Administrator and directly relate to Employee's job duties.

B. Employer shall pay the costs related to maintaining an Employee's certification or licensure.

C. The Township shall reimburse an Employee if he or she is required to attend a court or court-related matter or other approved official business on behalf of Employer for using his or her own personal vehicle at the rate of thirty-two and one half (32.5) cents per mile plus tolls.

D. An Employee shall have access to his or her personnel file at reasonable times under the supervision of the Township Administrator, Municipal Clerk or other personnel assistant. Employee shall receive a copy of all evaluations, letters, etc., which are placed in his or her personnel file. Should Employee receive a verbal or written reprimand, Employee shall have the reprimand removed from the personnel file following a period of eighteen (18) months from the date of the reprimand, provided that Employee has not engaged in any infraction of a similar nature during the eighteen (18) month period.

E. Employee, upon request, shall be entitled to receive one copy of this Agreement.

F. This Agreement shall survive any change in the form or type of government in Little Egg Harbor Township without necessity for renegotiation in part or in whole.

G. No form of discipline or reprimand shall be done in such a way as to intentionally cause embarrassment to an Employee.

H. An Employee shall be made aware, in writing, within five (5) calendar days, of reports, accusations, or charges concerning the Employee, except matters which are criminal in nature or which are the subject of an ongoing administrative investigation in which it is determined by the Township Administrator that notice to the Employee would compromise the investigation.

I. An Employee who is the subject of an administrative investigation or who has been charged with administrative violations shall have the right to remain silent upon being questioned by the Township Administrator, or other municipal representative, until the Employee consults with an attorney or bargaining unit representative. The Employee shall be advised of this right prior to being questioned. However, the right to consultation does not rise to a right to legal representation during such questioning and shall not preclude the continuance of administrative questioning of the Employee on the basis that the Employee's attorney is not available at the time the member is called upon to account for his or her public trust.

**ARTICLE XV.**  
**VEHICLES**

1. Employer shall maintain all vehicles and equipment in a safe condition and in proper working order.

2. Employer shall have the vehicles washed and cleaned on a periodic basis so that the vehicles are in a clean and presentable condition.

3. All assigned vehicles thought to be unsafe by an Employee shall be inspected by a certified mechanic upon approval by the Township Administrator. When weather conditions require, municipal vehicles operated by Employees shall be equipped with snow tires. Vehicles with 100,000 or more miles shall be inspected regularly by a certified mechanic.

4. Assessor shall be permitted to operate Assessor's assigned vehicle to and from work, and shall be permitted to park said vehicle overnight at Assessor's home in Little Egg Harbor Township. Assessor shall obtain prior approval from the Township Administrator in order to carry or transport non-municipal employees/persons in the Assessor's assigned vehicle. Other Employees may be authorized by the Township Administrator to regularly operate and be assigned a vehicle from the municipal fleet if the needs of the Employer require same.

**ARTICLE XVI.**  
**COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all of the benefits Employees are entitled to receive notwithstanding the established past practices in existence prior to this Agreement, and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

**ARTICLE XVII.**  
**SAVINGS CLAUSE**

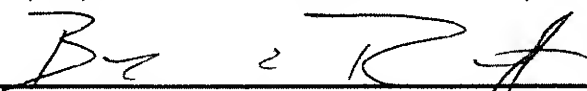
It is understood and agreed that if any provision(s) of this Agreement or any application of the provisions of this Agreement to Employees shall be held invalid or contrary to law by a court of competent jurisdiction, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law. The remainder of this Agreement, all other provisions and applications, shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XVIII.**  
**TERMINATION & EXTENSION OF AGREEMENT**

This Agreement shall be effective and remain in full force and effect from January 1, 2001 through December 31, 2003, or until a successor agreement is negotiated and ratified.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their proper officials on this            day of August, 2002.

BY:

  
\_\_\_\_\_  
Brian E. Rumpf, Mayor of Little Egg Harbor Township

ATTEST:

  
\_\_\_\_\_  
Migdalia Koptic, Municipal Clerk of Little Egg Harbor Township

BY: Joseph J. Sorrentino  
For Little Egg Harbor Township Employee Association

ATTEST: Citizels J. V.

BY: \_\_\_\_\_  
For Little Egg Harbor Township Employee Association

ATTEST: \_\_\_\_\_

## **SCHEDULE "A"**

Starting rates of pay (ranges):

<b>Title</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>
Assessor	\$40,000 to \$50,000	\$40,000 to \$50,000	\$40,000 to \$50,000
Collector	\$40,000 to \$50,000	\$40,000 to \$50,000	\$40,000 to \$50,000
Construction Official	\$40,000 to \$50,000	\$40,000 to \$50,000	\$40,000 to \$50,000
Court Administrator	\$40,000 to \$50,000	\$40,000 to \$50,000	\$40,000 to \$50,000
Purchasing Agent	\$40,000 to \$50,000	\$40,000 to \$50,000	\$40,000 to \$50,000
Zoning Officer	\$35,000 to \$45,000	\$35,000 to \$45,000	\$35,000 to \$45,000

**WAGES:**

Employee	2000 (FYI)	Adjustment	2001	2002	2003
Joseph Sorrentino	\$71,433	\$2,857.32	\$74,290.32	\$77,187.64	\$80,197.96
			4.0%	3.9%	3.9%
Philomena Bongers	\$56,958	\$2,500	\$59,458	\$61,776	\$64,186
				3.9%	3.9%
Jay Haines	\$49,254	\$5,246	\$54,500	\$56,625.50	\$58,833.89
				3.9%	3.9%
Deb O'Brien	\$50,000	\$2,500	\$52,500	\$54,547.50	\$56,674.85
				3.9%	3.9%
Humberto Esposito	\$47,199	\$2,500	\$49,699	\$51,637.26	\$53,651.11
				3.9%	3.9%

## SUMMARY OF PPO & PRESCRIPTION DRUG COVERAGE

### PREFERRED PROVIDER ORGANIZATION (PPO)

Co-insurance In-Network	100% of covered basic charges
Co-insurance Out-of-Network	80% of covered basic charges
Co-insured Out-of-Pocket Maximum	\$2,000/covered person; \$4,000/family
Deductible In-Network (supplemental services)	\$100/covered person; \$200/family*
Deductible Out-of-Network (basic/supplemental services)	\$100/covered person; \$200 family*

\* Family deductibles may be aggregately satisfied by 2 or more separate covered persons.

\*\* There is no benefit period maximum for well-child care.

### PRESCRIPTION DRUG COVERAGE

\$5 name brand/\$2 generic/\$0 mail order

THIS SUMMARY IS NOT INTENDED TO REPLACE THE PLAN DOCUMENTS OR COVERAGE MANUAL. EMPLOYEES ARE ENCOURAGED TO REVIEW THEIR COVERAGE MANUALS.